

REVISED LAWS OF  
MINNESOTA 94

SUPPLEMENT 1909

CONTAINING

THE AMENDMENTS TO THE REVISED LAWS,  
AND OTHER LAWS OF A GENERAL AND  
PERMANENT NATURE, ENACTED  
BY THE LEGISLATURE IN  
1905, 1907, AND 1909

WITH HISTORICAL AND EXPLANATORY NOTES TO PRIOR STATUTES  
AND FULL AND COMPLETE NOTES OF ALL  
APPLICABLE DECISIONS

COMPILED AND ANNOTATED BY  
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1910

Ch. 67) CHATTEL MORTGAGES AND CONDITIONAL SALES. § 3477

**3453. Area, how limited.**—Such homestead may include any quantity of land not exceeding eighty acres, and not included in the laid out or platted portion of any incorporated city, village or borough. If it be within the laid out or platted portion of such incorporated place having five thousand inhabitants or over, its area shall not exceed one-third of an acre, and if it be within the laid out or platted portion of such incorporated place containing fewer than five thousand inhabitants, the area so exempted shall not exceed one-half of an acre. (R. L. § 3453, as amended by Laws 1907, c. 335, § 1.)

**3456. No alienation without consent of spouse—Exceptions.**

G. S. 1894, § 5521, cited in *Fred v. Bramen*, 97 Minn. 484, 107 N. W. 159, 114 Am. St. Rep. 740.

**Alienation without consent of spouse.**—An attempted conveyance of his homestead by a married man without his wife's signature is void, although at the time she may have abandoned him and her home, and may be living in adultery. *Murphy v. Renner*, 99 Minn. 348, 109 N. W. 593, 8 L. R. A. (N. S.) 565, 116 Am. St. Rep. 418.

**3458. Sale or removal permitted—Notice.**

**Abandonment.**—Evidence held not to show that owner of homestead ceased to occupy it for six months. *Jaenicke v. Fountain City Drill Co.*, 106 Minn. 442, 119 N. W. 60.

**Sale—Garnishment of proceeds.**—Prior to the Revised Laws, garnishment reached money owing by the garnishee, which was derived from the sale of the homestead of defendants, and which defendants intended at the time of the service of garnishee summons to use in the purchase of another homestead within one year from the time the premises were sold. *Fred v. Bramen*, 97 Minn. 484, 107 N. W. 159, 114 Am. St. Rep. 740.

CHAPTER 67.

CHATTEL MORTGAGES AND CONDITIONAL SALES.

CHATTEL MORTGAGES.

**3461. Mortgages, when void.**

**Effect of filing.**—A purchaser of grain from the mortgagor, without knowledge that it was mortgaged, except constructive notice by the record, is not protected as an innocent purchaser by the mere fact that the mortgagee permitted the mortgagor to thresh and sell the grain. *Endreson v. Larson*, 101 Minn. 417, 112 N. W. 628, 118 Am. St. Rep. 631.

Lease construed, and held constructive notice to an assignee thereof of the lien of the lessor on personal property of the lessee. *Stees v. Lind*, 106 Minn. 485, 119 N. W. 67.

**Description.**—The description was sufficient to enable a third party, aided by inquiries which the instrument suggested, to identify the property. *Barrett v. Wagner*, 105 Minn. 118, 117 N. W. 245.

**Validity—Future earnings.**—A mortgage is void, at least against creditors without actual notice, which purports to assign, to secure a specified debt, all the future earnings of a threshing machine, therein described, also of any other threshing machine operated by the mortgagor, and of the crew, including men and teams, operating them, which may accrue for threshing during the then ensuing two years within three designated townships. *Dyer v. Schneider*, 106 Minn. 271, 118 N. W. 1011, 20 L. R. A. (N. S.) 505.

CONDITIONAL SALES.

**3476. When void unless filed.**

Cited in *Dunlop v. Mercer*, 156 Fed. 545, 86 C. C. A. 435.

**3477. Notice—Limit of time.**

See section [3477—] 1.

[3477—]1. **Same.**—Every note or other evidence of indebtedness, or contract, filed pursuant to the provisions of this act, shall be held and considered to be full and sufficient notice to all parties interested of the existence and conditions thereof, but shall cease to be notice as against the creditors of the vendee and subsequent purchasers and mortgagees of the property in good faith after the expiration of six years from the day on which said note or other evidence of indebtedness or contract, or the last installment of the sum secured thereby, becomes due. (Laws 1897, c. 292, § 19, as amended by Laws 1905, c. 178, § 1.)

**Historical.**—“An act to amend section 19 of chapter 292 of the General Laws of the state of Minnesota for the year 1897, entitled ‘An act relating to mortgages and conveyances of personal property and contracts creating or reserving a lien thereon.’” Approved April 15, 1905.

Laws 1897, c. 292, was repealed by R. L. § 5542; the provisions of section 19 thereof being incorporated in section 3477. So far as the amended section above set forth differs from the Revised Laws, it is to be construed, by virtue of section 5504, as amendatory or supplementary.

### SEED GRAIN CONTRACTS.

#### 3479. Agreement—Lien.

**Lien—Priorities.**—Where, before the Revised Laws took effect, A. executed to B. a seed grain note, in consideration of which B. agreed to purchase and deliver to A. the amount of grain specified, and within a reasonable time B. caused the seed grain to be delivered to A., the note having become a first lien upon the crop grown therefrom, as against the claim of a second mortgagee, the purchaser of the wheat from A. was justified in paying it. The former statute was modified by this section. *Endreson v. Larson*, 101 Minn. 417, 112 N. W. 628, 118 Am. St. Rep. 631.

## CHAPTER 68.

### FRAUDS.

#### STATUTE OF FRAUDS.

#### 3483. No action on agreement, when.

**Statute of frauds in general—Performance.**—Contracts having been fully executed, no question of the statute arose. *Trudeau v. Germann*, 101 Minn. 387, 112 N. W. 281.

**Contracts not to be performed within one year.**—Where no definite time is fixed for the continuance of a partnership, it is at will. The statute has no application where the contract could be performed within the year, or where it runs for an indefinite time. *Stitt v. Rat Portage Lumber Co.*, 98 Minn. 52, 107 N. W. 824.

Where the contract provided for cutting and delivery of all the merchantable pine timber standing on certain lands, not less than 9,000,000 nor more than 12,000,000 feet in one season, to be paid for in part when the logs were banked, and as driven and delivered, although the time was not limited within which the contract should be completed, it appeared from its face that it was not to be executed within one year from its date, and hence was within the statute. *Grand Forks Lumber Co. v. McClure Logging Co.*, 103 Minn. 471, 115 N. W. 406.

**Promise to answer for another.**—Where the complaint alleged that cattle were sold and delivered by plaintiffs to a third party at his request in consideration of a promise of defendants to pay for them, the complaint alleged an original and not a collateral promise. *Bennett v. Thuett*, 98 Minn. 497, 108 N. W. 1.

Certain promise to pay for services held an original and not collateral promise. *Conrad v. Clarke*, 106 Minn. 430, 119 N. W. 214, 432.

**Promise discharged by bankruptcy.**—Prior to the taking effect of the Revised Laws it was held that an action to enforce an obligation barred by a discharge in bankruptcy, based upon the obligor's subsequent promise, must fail,